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IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
THIRD JUDICIAL DISTRICT AT ANCHORAGE

BRITANI DEBERRY,

Plaintiff,

vs.

STATE FARM MUTUAL
AUTOMOBILE INSURANCE
COMPANY,

Defendant.

Case No. 3AN-12-9132 CI

COMPLAINT

COMES NOW Plaintiff BRITANI DEBERRY, by and through her attorneys of record,
ROGERS & WIRSCHER LLC, and for her complaint against the Defendant alleges as
follows:

1. At all times relevant to this action, Plaintiff was a resident of Anchorage, AK.
2. The events giving rise to this action occurred at Anchorage, within the Third
Judicial District for the State of Alaska.

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3. Defendant State Farm, AK ID# 541, conducts the business of insurance in the State of Alaska, including first party coverage for bodily injury damages sustained by Plaintiff, date of loss August 27, 2009.
4. This Court has jurisdiction over the parties and subject matter per AS 22.10.020, and venue is proper in this Court.

FACTS

5. On August 27, 2009, Plaintiff was injured in a motor vehicle collision caused by an underinsured motorist.
6. Plaintiff has first party coverage for her injuries and damages under a policy of insurance number 0449-187-02 issued by Defendant State Farm, claim number 02-0567-156
7. Plaintiff has demanded payment of her underinsured motorist coverage limits from Defendant State Farm.
8. Defendant State Farm has refused to pay the UIM coverage limits to Plaintiff.

COUNT I: BREACH OF CONTRACT BY STATE FARM

9. Plaintiff incorporates herein by reference paragraphs 1-8 above.
10. Defendant State Farm is contractually and legally obligated to provide contract benefits to Plaintiff for underinsured motorist bodily injury damages.
11. Defendant's refusal to provide UIM benefits is in breach of the parties' Insurance contract.
12. Defendant's breach of contract has caused the Plaintiff to sustain damages in excess of \$100,000, the exact amount to be determined at trial.

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WHEREFORE, the Plaintiff prays for the following relief:

1. Judgment against the Defendant in favor of the Plaintiff on all of her claims;
2. An award of the Plaintiff's damages;
3. Attorney's fees and costs;
4. For such other and further relief the Court deems just and equitable.

DATED this 14th day of August, 2012, at Anchorage, Alaska.

ROGERS & WIRSCHER LLC
ATTORNEYS FOR PLAINTIFF

BY: 

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